

1 DAVID R. ZARO (BAR NO. 124334)
TED FATES (BAR NO. 227809)
2 TIM C. HSU (BAR NO. 279208)
ALLEN MATKINS LECK GAMBLE
3 MALLORY & NATSIS LLP
515 South Figueroa Street, Ninth Floor
4 Los Angeles, California 90071-3309
Phone: (213) 622-5555
5 Fax: (213) 620-8816
E-Mail: dzaro@allenmatkins.com
6 tfates@allenmatkins.com
thsu@allenmatkins.com

7 Attorneys for Plaintiff
8 WILLIAM J. HOFFMAN, Receiver

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION

12 WILLIAM J. HOFFMAN, Court-
appointed permanent receiver for
13 Defendant Nationwide Automated
Systems, Inc., Relief Defendants Oasis
14 Studio Rentals, LLC, Oasis Studio
Rentals #2, LLC, Oasis Studio
15 Rentals #3, LLC, and their subsidiaries
and affiliates,

16 Plaintiff,

17 v.

18 GERALD EHRENS, WILMA EHRENS,
19 RIVIERA INVESTMENTS, L.P., a
Nevada limited partnership, FIRST
20 ABBY CORPORATION, a Nevada
corporation, AMGEST LTD. a Delaware
21 corporation,

22 Defendants.
23
24
25
26
27
28

Case No. CV15-05747 SJO (FFMx)

**DECLARATION OF TIM C. HSU IN
SUPPORT OF REQUEST FOR
ENTRY OF DEFAULT OF
DEFENDANT AMGEST LTD.**

Ctrm: 1 - 2nd Floor
Judge: Hon. S. James Otero

1 I, Tim C. Hsu, declare as follows:

2 1. I am an attorney at the law firm of Allen Matkins Leck Gamble
3 Mallory & Natsis LLP, counsel of record for William J. Hoffman of Trigild, Inc.
4 ("Receiver"), the Court-appointed permanent receiver for Nationwide Automated
5 Systems, Inc. ("NASI"), Oasis Studio Rentals, LLC, Oasis Studio Rentals #2, LLC,
6 Oasis Studio Rentals #3, LLC, and their subsidiaries and affiliates ("Receivership
7 Entities"), in that Securities and Exchange Commission enforcement action styled as
8 *Securities and Exchange Commission v. National Automated Systems, Inc., et al.*,
9 United States District Court, Central District of California, Case No. 14-CV-07249-
10 SJO (FFMx).

11 2. This Declaration is made in support of the Receiver's Request for Entry
12 of Default of Defendant Amgest Ltd. ("Amgest"). I have personal knowledge of the
13 facts set forth herein and, if called as a witness, could and would testify to such facts
14 under oath.

15 3. This action was commenced with the filing of the Complaint on
16 July 29, 2015. Copies of the Summons and Complaint issued by this Court were
17 duly served on Bruce Gardiner on September 14, 2015, as evidenced by the proof of
18 service on file with this Court and designated as Docket No. 21. In particular,
19 Amgest was served by way of personal service on Bruce Gardiner, in his capacity as
20 a registered officer of the corporation in accordance with Federal Rules of Civil
21 Procedure 4(h)(1)(B). A true and correct copy of the related proof of service on file
22 with this Court for Amgest, along with a true and correct copy of the Nevada
23 Secretary of State's registration information listing Bruce Gardiner as an officer of
24 Amgest, is attached hereto as Exhibit A.

25 4. On October 9, 2015, after Amgest failed to file or serve any responsive
26 pleading or motion to the Complaint, I prepared and sent a letter to Mr. Gardiner,
27 with a copy to Defendant Gerald Ehrens via overnight FedEx and email, to inform
28 them of the Receiver's intent to seek entry of default against Amgest's and

1 subsequently seek entry of judgment thereon. True and correct copies of my letter
2 to Mr. Gardiner and my letter and email to Mr. Ehrens, along with a proof of
3 delivery from FedEx are attached hereto as **Exhibit B**.

4 5. As of the date of this filing, Amgest has not filed any responsive
5 pleading or motion, or otherwise made any appearance in this action.

6 I declare under penalty of perjury under the laws of the State of California
7 that the foregoing is true and correct.

8 Executed this 16th day of October 2015, at Los Angeles, California.

9 /s/ Tim C. Hsu

10

TIM C. HSU

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 1 of 3 Page ID #:88

DAVID R. ZARO SBN: 124334
 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
 515 S. FIGUEROA STREET, 9TH FLOOR
 LOS ANGELES, CA 90071
 (213) 622-5555

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

WILLIAM J. HOFFMAN, ETC.

v.

GERALD EHRENS, ET AL.

CASE NUMBER:
 2:15-CV-5747 AB (PLAx)

PROOF OF SERVICE
 SUMMONS AND COMPLAINT
 (Use separate proof of service for each person/party served)

1. At the time of service I was at least 18 years of age and not a party to this action and I served copies of the (specify documents):

- a. ☒ summons ☐ first amended complaint ☐ third party complaint
☒ complaint ☐ second amended complaint ☐ counter claim
☐ alias summons ☐ third amended complaint ☐ cross claim
☒ other SEE ATTACHED DOCUMENT LIST

2. Person served:

- a. ☒ Defendant (name): AMGEST LTD, A DELAWARE CORPORATION
 b. ☒ Other (specify name and title or relationship to the party/business named):
 BRUCE GARDINER - PRESIDENT
 c. ☒ Address where the papers were served: 9005 WEST SAHARA AVENUE
 LAS VEGAS, NV 89117

3. Manner of Service in compliance with (the appropriate box must be checked):

- a. ☒ Federal Rules of Civil Procedure
 b. ☐ California Code of Civil Procedure

4. I served the person named in Item 2:

- a. ☒ By Personal Service. By personally delivering copies. If the person is a minor, by leaving copies with a parent, guardian, conservator or similar fiduciary and to the minor if at least twelve (12) years of age.
 1. ☒ Papers were served on (date): 09/14/2015 at (time): 04:18 pm
 b. ☐ By Substituted Service. By leaving copies:
 1. ☐ (home) at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household, at least 18 years of age, who was informed of the general nature of the papers.
 2. ☐ (business) or a person apparently in charge of the office, or place of business, at least 18 years of age, who was informed of the general nature of the papers.
 3. ☐ Papers were served on (date): at (time):
 4. ☐ by mailing (by first-class mail, postage prepaid) copies to the person served in Item 2(b) at the place where the copies were left in Item 2(c).
 5. ☐ papers were mailed on
 6. ☐ due diligence. I made at least three (3) attempts to personally serve the defendant.
 c. ☐ Mail and acknowledgment of service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, with two (2) copies of the form of Waiver of Service of Summons and Complaint and a return envelope, postage prepaid addressed to the sender. (Attach completed Waiver of Service of summons and Complaint).

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 2 of 3 Page ID #:89

- d. ☐ **Service on domestic corporation, unincorporated association (including partnership), or public entity.** (F.R.Civ.P. 4(h)) (C.C.P. 416.10) By delivering, during usual business hours, a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute and the statute so requires, by also mailing, by first-class mail, postage prepaid, a copy to the defendant.
- e. ☐ **Substituted service on domestic corporation, unincorporated association (including partnership), or public entity.** (C.C.P. 415.20 only) By leaving during usual business hours, a copy of the summons and complaint in the office of the person served with the person who apparently was in charge and thereafter by mailing (by first-class mail, postage prepaid) copies of the persons at the place where the copies were left in full compliance with C.C.P. 415.20. Substitute service upon the California Secretary of State requires a court order. (Attach a copy of the order to this Proof of Service.)
- f. ☐ **Service on a foreign corporation.** In any manner prescribed for individuals by FRCP 4(f)
- g. ☐ **Certified or registered mail service.** By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or other evidence of actual receipt by the person served).
- h. ☐ **Other** (specify code section and type of service):
5. Service upon the United States, and its Agencies, Corporations or Officers.
- a. ☐ by delivering a copy of the summons and complaint to the clerical employee designated by the U.S. Attorney authorized to accept service, pursuant to the procedures for the Office of the U.S. Attorney for acceptance of service, or by sending a copy of the summons and complaint by registered or certified mail addressed to the civil process clerk at the U.S. Attorney's Office.
- Name of person served:
- Title of person served:
- Date and time of service: (date): at (time):
- b. ☐ By sending a copy of the summons and complaint by registered or certified mail to the Attorney General of the United States at Washington, D.C. (Attach signed return receipt or other evidence of actual receipt by the person served).
- c. ☐ By sending a copy of the summons and complaint by registered or certified mail to the officer, agency or corporation (Attach signed return receipt or other evidence of actual receipt by the person served).
6. At the time of service I was at least 18 years of age and not a party to this action.
7. Person serving (name, address and telephone number):
- JUDITH MAE ALL**
Nationwide Legal, LLC (12-234648)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
- a. Fee for service: \$.00
- b. ☒ Not a registered California process server
- c. ☐ Exempt from registration under B&P 22350(b)
- d. ☐ Registered California process server
 Registration #: NEVADA
 County: NEVADA

8. ☐ I am a California sheriff, marshal, or constable and I certify that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Date: September 16, 2015

JUDITH MAE ALL
 Type or Print Server's Name

Judith Mae All
 (Signature)

PROOF OF SERVICE - SUMMONS AND COMPLAINT

CV-1 (03/10)

PAGE 2
 4118521JC

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 3 of 3 Page ID #:90

Nationwide Legal, LLC (12-234648)

1609 James M. Wood Blvd., 2nd Fl

Los Angeles, CA 90015

Phone: (213) 249-9999 Fax: (213) 249-9990

Continued from Proof of Service

CASE #: 2:15-CV-5747 AB (PLAx)

DATE: September 16, 2015

CASE NAME: WILLIAM J. HOFFMAN, ETC. VS. GERALD EHRENS, ET AL.

summons;complaint;CIVIL COVER SHEET; NOTICE OF RELATED CASE UNDER LOCAL RULE
83-1.3.1; CERTIFICATION AND NOTICE OF INTERESTED PARTIES (LOCAL RULE 7.1-1); NOTICE OF
ASSIGNMENT TO UNITED STATES JUDGES; NOTICE TO PARTIES OF COURT-DIRECTED ADR
PROGRAM; ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 14-03 (RELATED CASES)

AMGEST LTD.

Business Entity Information			
Status:	Default	File Date:	9/24/1997
Type:	Domestic Corporation	Entity Number:	C20636-1997
Qualifying State:	NV	List of Officers Due:	9/30/2014
Managed By:		Expiration Date:	
NV Business ID:	NV19971275220	Business License Exp:	9/30/2014

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	GERALD EHRENS	Address 1:	10924 PINE MEADOWS CT
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89134
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 100.00
Par Share Count:	100.00	Par Share Value:	\$ 1.00

<input checked="" type="checkbox"/> Officers <input type="checkbox"/> Include Inactive Officers			
President - BRUCE GARDINER			
Address 1:	9005 WEST SAHARA AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	
Secretary - BRUCE GARDINER			
Address 1:	9005 WEST SAHARA AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	
Treasurer - BRUCE GARDINER			
Address 1:	9005 WEST SAHARA AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV

Entity Details - Secretary of State, Nevada

Page 2 of 4

Zip Code:	89117	Country:	USA
Status:	Active	Email:	
Director - BRUCE GARDINER			
Address 1:	9005 WEST SAHARA AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	

- Actions/Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C20636-1997-001	# of Pages:	3
File Date:	9/24/1997	Effective Date:	
(No notes for this action)			
Action Type:	Merger		
Document Number:	C20636-1997-003	# of Pages:	1
File Date:	9/30/1997	Effective Date:	
ARTICLES OF MERGER FILED MERGING AMGEST LTD., A (DE) CORPORATION, #C12088-95, INTO THIS CORPORATION. (3)PGS. DMF			
Action Type:	Annual List		
Document Number:	C20636-1997-011	# of Pages:	1
File Date:	8/28/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C20636-1997-010	# of Pages:	1
File Date:	9/28/1999	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C20636-1997-004	# of Pages:	1
File Date:	7/28/2000	Effective Date:	
SMITH, LARSEN & WIXOM MICHAEL B. WIXOM 3360 W. SAHARA,STE.175 LAS VEGAS NV 89102 GXH			
Action Type:	Annual List		
Document Number:	C20636-1997-012	# of Pages:	1
File Date:	8/21/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C20636-1997-008	# of Pages:	1
File Date:	9/11/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C20636-1997-009	# of Pages:	1

Entity Details - Secretary of State, Nevada

Page 3 of 4

File Date:	8/15/2002	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C20636-1997-005	# of Pages:	1
File Date:	7/1/2003	Effective Date:	
SMITH, LARSEN & WIXOM SUITE 380 RAS			
777 N RAINBOW LAS VEGAS NV 89107 RAS			
Action Type:	Annual List		
Document Number:	C20636-1997-007	# of Pages:	1
File Date:	8/11/2003	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	C20636-1997-006	# of Pages:	1
File Date:	9/21/2004	Effective Date:	
SMITH, LARSEN & WIXOM			
1935 VILLAGE CENTER CIR LAS VEGAS NV 89134 SSH			
Action Type:	Annual List		
Document Number:	C20636-1997-002	# of Pages:	1
File Date:	9/21/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050389292-60	# of Pages:	1
File Date:	9/9/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060492603-42	# of Pages:	1
File Date:	7/31/2006	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20060523960-33	# of Pages:	1
File Date:	8/14/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070629013-30	# of Pages:	1
File Date:	9/12/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080595063-28	# of Pages:	1
File Date:	9/5/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		

Entity Details - Secretary of State, Nevada

Page 4 of 4

Document Number:	20090875451-49	# of Pages:	1
File Date:	9/10/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100607221-61	# of Pages:	1
File Date:	8/13/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110566374-45	# of Pages:	1
File Date:	7/31/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120622690-79	# of Pages:	1
File Date:	7/30/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130600936-20	# of Pages:	1
File Date:	9/13/2013	Effective Date:	
(No notes for this action)			

EXHIBIT B

Allen Matkins Leck Gamble Mallory & Natisis LLP
Attorneys at Law
515 South Figueroa, 9th Floor | Los Angeles, CA 90071-3309
Telephone: 213.622.5555 | Facsimile: 213.620.8816
www.allenmatkins.com

Tim C. Hsu
E-mail: thsu@allenmatkins.com
Direct Dial: 213 955 5516 File Number: 374464-00011/SD835129.01

Via Email/FedEx

October 9, 2015

Amgest LTD
Attn: Mr. Bruce Gardiner, President
9005 West Sahara Avenue
Las Vegas, Nevada 89117

Gerald Ehrens
Wilma Ehrens
10924 Pine Meadows Court
Las Vegas, NV 89134
Email: gleefully@cox.net
Email: gleefully@cox.net

Re: *Hoffman v. Ehrens, et al.*
USDC, Central District of California
Case No. CV15-05747 SJO (FFMx)

Dear Mr. Gardiner,

As you know, our firm represents Plaintiff William J. Hoffman of Trigild, Inc. ("Receiver"), in the above-referenced United States District Court action. The Receiver was appointed permanent-receiver for Nationwide Automated Systems, Inc., Oasis Studio Rentals, LLC, Oasis Studio Rentals #2, LLC, Oasis Studio Rentals #3, LLC, and their subsidiaries and affiliates ("Receivership Entities"), in that Securities and Exchange Commission enforcement action styled as *Securities and Exchange Commission v. National Automated Systems, Inc., et al.*, United States District Court, Central District of California, Case No. 14-CV-07249-SJO (FFMx).

On July 29, 2015, the Receiver filed a Complaint for fraudulent transfer, unjust enrichment and constructive trust against Gerald and Wilma Ehrens, Agmest Ltd. ("Amgest"), and a number of other related entities. These claims are brought in connection with the fraudulent transfers of funds out of the Receivership Entities. A copy of the Complaint, along with the Summons issued by the Court, is attached for your reference.

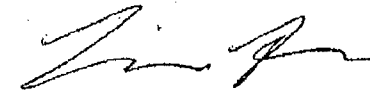
Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Amgest LTD
Gerald Ehrens
October 9, 2015
Page 2

On September 14, 2015, a copy of the Complaint and Summons, and related initiating case documents, were personally served on you in your capacity as an officer of Amgest. A copy of the proof of service on file in this action for service to Amgest is enclosed.

Pursuant to Rule 12 of the Federal Rules of Civil Procedure, Amgest had until October 5, 2015, to file and serve a responsive pleading to the Complaint. As of the date of this letter, no such pleading has been filed or served. As a consequence, the Receiver intends to seek the entry of a default judgment in this action against Amgest and will file a request to do so with the Court by October 16, 2015. Please advise immediately if Amgest intends to file a response.

Very truly yours,



Tim C. Hsu

TCH/jlh
Enclosures

Case 2:15-cv-05747-AB-PLA Document 12 Filed 08/10/15 Page 1 of 2 Page ID #:39

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
CENTRAL DISTRICT OF CALIFORNIA

WILLIAM J. HOFFMAN, Court-appointed permanent
receiver for Defendant Nationwide Automated
Systems, Inc., Relief Defendants Oasis Studio Rentals,
LLC, Oasis Studio Rentals #2, LLC, Oasis Studio
Rentals #3, LLC, and their subsidiaries and affiliates

Plaintiff(s)

v.

GERALD EHRENS, WILMA EHRENS, RIVIERA
INVESTMENTS, L.P., a Nevada limited partnership,
FIRST ABBY CORPORATION, a Nevada
corporation, AMGEST LTD. a Delaware corporation,

Defendant(s)

Civil Action No. 2:15-cv-5747 AB (PLAx)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

GERALD EHRENS - 10924 Pine Meadows Court, Las Vegas, NV 89134

WILMA EHRENS - 10924 Pine Meadows Court, Las Vegas, NV 89134

RIVIERA INVESTMENTS, L.P., a Nevada limited partnership - 10924 Pine Meadows Court, Las Vegas, NV 89134

FIRST ABBY CORPORATION, a Nevada corporation, c/o Michael V. Infuso, Esq., GreeneInfuso, 3030 S. Jones
Blvd., Ste 101, Las Vegas, NV 89146

AMGEST LTD., a Delaware corporation - 10924 Pine Meadows Court, Las Vegas, NV 89134

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

David R. Zaro, Esq.

Ted Fates, Esq.

Tim C. Hsu, Esq.

Allen Matkins Leck Gamble Mallory & Natsis LLP

515 South Figueroa Street, Ninth Floor, Los Angeles, California 90071

Phone: (213) 622-5555; Facsimile: (213) 620-8816

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

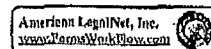
Date: August 10, 2015

Isi Jenny Lam

Signature of Clerk or Deputy Clerk



Doc ID - SD-#832839



Case 2:15-cv-05747-AB-PLA Document 12 Filed 08/10/15 Page 2 of 2 Page ID #:40

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 1 of 8 Page ID #:1

1 DAVID R. ZARO (BAR NO. 124334)
TED FATES (BAR NO. 227809)
2 TIM C. HSU (BAR NO. 279208)
ALLEN MATKINS LECK GAMBLE
3 MALLORY & NATSIS LLP
515 South Figueroa Street, Ninth Floor
4 Los Angeles, California 90071-3309
Phone: (213) 622-5555
5 Fax: (213) 620-8816
E-Mail: dzaro@allenmatkins.com
6 tfates@allenmatkins.com
thsu@allenmatkins.com

7 Attorneys for Plaintiff
8 WILLIAM J. HOFFMAN, Receiver

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION

12 WILLIAM J. HOFFMAN, Court-
appointed permanent receiver for
13 Defendant Nationwide Automated
Systems, Inc., Relief Defendants Oasis
14 Studio Rentals, LLC, Oasis Studio
Rentals #2, LLC, Oasis Studio
15 Rentals #3, LLC, and their subsidiaries
and affiliates,

16 Plaintiff,

17 v.

18 GERALD EHRENS, WILMA EHRENS,
19 RIVIERA INVESTMENTS, L.P., a
Nevada limited partnership, FIRST
20 ABBY CORPORATION, a Nevada
corporation, AMGEST LTD, a Delaware
21 corporation,

22 Defendants.

Case No. 2:15-cv-5747.

COMPLAINT FOR FRAUDULENT
TRANSFER, UNJUST
ENRICHMENT, AND
CONSTRUCTIVE TRUST

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 2 of 8 Page ID #:2

1 Plaintiff William J. Hoffman of Trigild, Inc. ("Receiver"), the Court-
2 appointed permanent receiver for Nationwide Automated Systems, Inc. ("NASI"),
3 Oasis Studio Rentals, LLC, Oasis Studio Rentals #2, LLC, Oasis Studio
4 Rentals #3, LLC, and their subsidiaries and affiliates ("Receivership Entities"),
5 hereby brings the following Complaint against the above-captioned Defendants and
6 alleges, on behalf of the Receivership Entities, as follows:

7 **I. JURISDICTION AND VENUE**

8 1. This Court has jurisdiction over this matter under 28 U.S.C.
9 sections 1345 and 1367(a), and the doctrines of ancillary and supplemental
10 jurisdiction, in that this action arises from a common nucleus of operative facts as,
11 and is substantially related to the original claims in, the Securities and Exchange
12 Commission ("Commission") enforcement action styled as *Securities and Exchange*
13 *Commission v. National Automated Systems, Inc., et al.*, United States District
14 Court, Central District of California, Case No. 14-CV-07249-SJO (FFMx) ("SEC
15 Action").

16 2. This Court may exercise personal jurisdiction over the above-captioned
17 Defendants pursuant to Federal Rule of Civil Procedure 4(k)(1)(A) and 28 U.S.C.
18 sections 754 and 1692.

19 3. Venue in the Central District of California is proper under 28 U.S.C.
20 section 1391 because this action is an ancillary proceeding to the SEC Action and
21 because the Receiver was appointed in this District pursuant to the Preliminary
22 Injunction and Orders (1) Freezing Assets; (2) Prohibiting the Destruction of
23 Documents; (3) Requiring Accountings; and (4) Appointing a Receiver entered by
24 this Court in the SEC Action on October 29, 2014 ("Preliminary Injunction").

25 **II. PARTIES**

26 4. The Receiver is the duly appointed permanent receiver for the
27 Receivership Entities, and was appointed permanent receiver for the Receivership
28 Entities pursuant to the Preliminary Injunction. Among other things, the

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 3 of 8 Page ID #:3

1 Preliminary Injunction calls for the Receiver to recover and marshal, for the benefit
2 of creditors of and investors in the Receivership Entities, any and all assets which
3 were owned, leased, occupied, or otherwise controlled by the Receivership Entities
4 or were otherwise purchased with assets of the Receivership Entities. The Receiver
5 holds exclusive authority and control over the assets of the Receivership Entities,
6 including over the causes of action alleged herein, over which this Court has
7 ancillary and supplemental jurisdiction.

8 5. On information and belief, Gerald Ehrens and Wilma Ehrens are
9 citizens and residents of the County of Clark, Nevada.

10 6. On information and belief, Riviera Investments, L.P. is a Nevada
11 limited partnership, First Abby Corporation is a Nevada corporation, and
12 Amgest Ltd. is a Delaware corporation, each with its principal place of business in
13 the County of Clark, Nevada (together with Gerald and Wilma Ehrens,
14 "Defendants"). Defendants are each a recipient of transfers from the Receivership
15 Entities as described further herein.

16 III. FACTUAL ALLEGATIONS

17 A. The Purported Business of the Receivership Entities and the 18 Commencement of the SEC Action

19 7. As alleged by the Commission in the SEC Action, NASI raised money
20 from investors by selling them Automated Teller Machines ("ATMs"), leasing the
21 ATMs back from investors, managing the ATMs for the investors, and paying the
22 investors "rents" that were guaranteed to total at least 20% of the purchase price
23 paid for the ATMs per year. The Receivership entities also paid referral fees to
24 investors and other agents who recruited new investors to purchase ATMs.

25 8. In actuality, the Receivership Entities did not sell any ATMs to
26 investors, but instead fabricated and sold fictitious ATMs with fabricated serial
27 numbers and locations. The "rents" paid to investors who purchased fictitious
28

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 4 of 8 Page ID #:4

1 ATMs, as well as referral fees paid to investors and agents, were paid from the
2 amounts raised from other investors. Thus, NASI operated a classic Ponzi scheme.

3 9. On or about September 17, 2014, the Commission initiated the SEC
4 Action against the Receivership Entities and their principals Joel Gillis and Edward
5 Wishner, alleging violations of federal securities laws. The Commission petitioned
6 for the Receiver's appointment, and on September 30, 2014, and October 29, 2014,
7 this Court entered orders appointing the Receiver, first on a temporary basis and
8 then as permanent receiver for the Receivership Entities.

9 **B. The Receiver's Authority and Investigation Pursuant to His**
10 **Appointment**

11 10. Pursuant to the terms of his appointment, the Receiver is vested with
12 exclusive authority and control over the assets of the Receivership Entities.
13 Specifically, Article XII of the Preliminary Injunction and Article VIII of the Freeze
14 Order vests the Receiver with the "full powers of an equity receiver, including, but
15 not limited to . . . full power to sue . . . and take into possession all [receivership]
16 property." (Emphasis added.)

17 11. The Receiver's investigation to date supports and confirms the
18 Commissions allegations in the SEC Action, including that NASI operated a Ponzi
19 scheme, sold fictitious ATMs to investors and made rent and referral fee payments
20 to investors from funds raised from other investors. Defendants Gillis and Wishner
21 filed answers to the SEC's complaint in which they admit the facts supporting the
22 SEC's Ponzi scheme allegations.

23 **C. Criminal Indictment and Guilty Pleas**

24 12. On December 16, 2014, Gillis and Wishner were arrested and charged
25 with mail fraud, wire fraud, conspiracy, and aiding and abetting. *United States v.*
26 *Gillis, et al.*, C.D. Cal. Case No. 14-CR-00712-SJO. Gillis and Wishner waived
27 indictment, surrendered their passports, and were released on bail. On January 13,
28 2015, and January 21, 2015, respectively, Wishner and Gillis plead guilty to all four

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 5 of 8 Page ID #:5

1 counts of the criminal information. In connection with Gillis' guilty plea, a
2 statement of facts signed by Gillis that supports the guilty plea was filed by the
3 government ("Statement of Facts"). As part of his guilty plea, Gillis stated under
4 oath that the facts in the Statement of Facts were true. The Statement of Facts is
5 attached hereto as Exhibit A.

6 13. The Statement of Facts is fully incorporated herein by reference. The
7 facts stated therein are included in this complaint as though fully restated and
8 alleged herein.

9 **D. The Fraudulent Transfers to Defendants From the Receivership**
10 **Entities**

11 14. Attached hereto as Exhibit B is a schedule of bank transfers from
12 Defendants to NASI and from NASI to Defendants. As the schedule reflects, the net
13 amount received by Defendants ("Profit Amount") is calculated by subtracting
14 (a) transfers from NASI to Defendants ("Payments from NASI") from (b) transfers
15 from Defendants to NASI ("Deposit Amount"). Defendants' Profit Amount is
16 \$1,980,616.50.¹

17 15. Defendants had no business dealings with NASI apart from transactions
18 relating to the purchase and leasing of fictitious ATMs and provided no services or
19 other value to NASI other than amounts paid for the fictitious ATMs.

20 **COUNT I – FRAUDULENT TRANSFER**

21 16. The Receiver incorporates herein each and every allegation contained
22 in Paragraphs 1 through 15, inclusive, hereinabove set forth.

23 17. Over the course of its pre-receivership operations, NASI paid the Profit
24 Amount to Defendants with the intent to hinder, delay, or defraud NASI's creditors.

25
26
27 ¹ All transfers from Payments from NASI occurring (a) after Defendants received
28 payments equal to the Deposit Amount, and (b) more than seven years prior to
the date of filing this Complaint have been excluded from the calculation of the
Profit Amount.

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 6 of 8 Page ID #:6

1 Such payments were made from the proceeds of the Ponzi scheme which were
2 generated from investors in the scheme.

3 18. The Receivership Entities received nothing of value in exchange for the
4 payments that comprise the Profit Amount.

5 19. At the time the payments comprising the Profit Amount were made to
6 Defendants, NASI was engaged in or about to engage in business transactions for
7 which its remaining assets were unreasonably small in relation to the business or
8 transaction.

9 20. NASI was insolvent, or became insolvent, shortly after the subject
10 payments comprising the Profit Amount were made to Defendants.

11 21. NASI intended to incur, or believed or reasonably should have believed
12 it would incur, debts beyond its ability to pay as they became due.

13 22. As a consequence, the full Profit Amount is an actual and
14 constructively fraudulent transfer under California's Uniform Fraudulent Transfer
15 Act ("CUFTA"), Cal. Civ. Code § 3439, *et seq.*, and is subject to immediate
16 disgorgement to the Receiver.

17 **COUNT III – UNJUST ENRICHMENT**

18 23. The Receiver incorporates herein each and every allegation contained
19 in Paragraphs 1 through 22, inclusive, hereinabove set forth.

20 24. As described above, NASI paid the Profit Amount to Defendants in
21 connection with the Agreement. Such payments were made from the proceeds of a
22 Ponzi scheme which were generated from investors in the scheme.

23 25. The Receivership Entities received no value or consideration in
24 exchange for the Profit Amount.

25 26. Defendants have thus been unjustly enriched in the amount of the Profit
26 Amount, which is subject to immediate disgorgement to the Receiver.

27

28

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 7 of 8 Page ID #:7

COUNT IV – CONSTRUCTIVE TRUST

27. The Receiver incorporates herein each and every allegation contained in Paragraphs 1 through 26, inclusive, hereinabove set forth.

28. As described above, Defendants have been unjustly enriched in the amount of the Profit Amount. The payments comprising the Profit Amount were made from the proceeds of a Ponzi scheme which were generated from investors in the scheme.

29. Because Defendants have been unjustly enriched in the amount of the Profit Amount, it holds that amount in constructive trust for the benefit of the Receivership Entities.

30. The Receiver is therefore entitled to a judgment requiring Defendants to immediately turn over the full Profit Amount.

PRAYER FOR RELIEF

WHEREFORE, the Receiver prays for judgment against the Defendants as follows:

On Count I:

(a) For a judgment against Defendants avoiding the transfers from NASI to Defendants comprising the Profit Amount; and

(b) For an order directing Defendants to immediately pay the Profit Amount, plus prejudgment interest and costs, to the Receiver; and

(c) For such other and further relief as the Court may deem proper.

On Count II:

(a) For a judgment against Defendants in the amount of the Profit Amount, plus prejudgment interest and costs; and

(b) For an order directing Defendants to immediately pay the Profit Amount, plus prejudgment interest and costs, to the Receiver; and

(c) For such other and further relief as the Court may deem proper.

Case 2:15-cv-05747 Document 1 Filed 07/29/15 Page 8 of 8 Page ID #:8

1 On Count III:

2 (a) For a judgment against Defendants in the amount of the Profit Amount,
3 plus prejudgment interest and costs; and

4 (b) For an order declaring Defendants to be holding the Profit Amount,
5 plus prejudgment interest and costs, in constructive trust for the benefit of the
6 Receivership Entities and directing Defendants to immediately turn over the full
7 Profit Amount to the Receiver; and

8 (c) For such other and further relief as the Court may deem proper.
9

10 Dated: July 29, 2015

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

11
12 By: /s/ Ted Fates

13 TED FATES
14 Attorneys for Plaintiff
15 WILLIAM J. HOFFMAN, Receiver
16
17
18
19
20
21
22
23
24
25
26
27
28

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 1 of 8 Page ID #:9

EXHIBIT A

Exhibit A
Page 8

Exhibit B
Page 22

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 2 of 8 Page ID #:10

EXHIBIT A

UNITED STATES v. JOEL BARRY GILLIS,
CR 14-712-SJO

STATEMENT OF FACTS
IN SUPPORT OF ENTRY OF GUILTY PLEAS
BY DEFENDANT JOEL BARRY GILLIS

1. At all times relevant to the charges,

a. Nationwide Automated Systems, Inc. ("NASI") was a California corporation that operated out of its principal office in Calabasas, California, within the Central District of California. NASI was incorporated in 1996 and held itself out to the investing public as being in the business of placing, operating, and maintaining automated teller machines ("ATM"s). NASI described itself as "an ATM machine provider" that worked with high-traffic retail locations, hotels, casinos, and convenience stores, located throughout the United States.

b. Defendant JOEL BARRY GILLIS ("defendant GILLIS") was a resident of Woodland Hills, California, within the Central District of California. Defendant GILLIS was the founder and president of NASI and a signatory on its bank accounts. Defendant GILLIS and co-defendant EDWARD WISHNER ("defendant WISHNER") were in charge of NASI and were principally responsible for running its business operations.

c. Defendant WISHNER was a resident of Woodland Hills, California. Defendant WISHNER was the treasurer, vice-president, and secretary of NASI and a signatory on its bank accounts. Defendant WISHNER also prepared NASI's tax returns.

2. Beginning as early as in or about 2001, and continuing to in or about September 2014, in Los Angeles County, within the Central

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 3 of 8 Page ID #:11

1 District of California, and elsewhere, defendants GILLIS and WISHNER,
2 knowingly conspired to and did execute a scheme to defraud investors:

3 3. Defendants GILLIS and WISHNER operated their scheme, in
4 substance, as follows:

5 a. Defendants GILLIS and WISHNER solicited and caused to
6 be solicited funds from victim-investors by purporting to sell them
7 ATMs through NASI's ATM sale/leaseback program, using a standard
8 package of agreements, comprised of the following: (1) an ATM
9 Equipment Purchase Agreement ("Purchase Agreement");
10 (2) an ATM Equipment Lease Agreement ("Lease Agreement"); and (3) an
11 Addendum to Owner Lease Agreement ("Addendum"),

12 b. Under the terms of the Purchase Agreement, victim-
13 investors paid a flat amount - typically \$12,000, but in some cases
14 as much as \$19,800 per ATM - to buy one or more ATMs, all of which
15 were to be identified in an exhibit ("Exhibit A") to the contract by
16 both "serial number" and by the name of the location to which the
17 ATMs were purportedly to be delivered. In exchange for the victim-
18 investors' payments, NASI, as the supposed "seller" of the ATMs,
19 agreed to deliver the ATMs purportedly purchased by the victim-
20 investor to the location specified by the agreement within 60 days.

21 c. Under the terms of the Lease Agreement, victim-
22 investors leased the ATMs they had purchased back to NASI for an
23 initial 10-year term. The Lease Agreement provided that NASI would
24 be responsible for operating and maintaining the ATMs and providing
25 all the services necessary for this purpose, including processing and
26 accounting for all ATM transactions, obtaining, delivering, and
27 loading cash for the ATMs, and repairing, maintaining, and servicing
28 the ATMs. The Lease Agreement further provided that NASI was

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 4 of 8 Page ID #:12

1 obligated to pay a monthly rent to the victim-investor in an amount
2 equal to \$.50 for each "approved transaction" produced by the ATMs
3 during the covered month for the term of the lease.

4 d. Finally, the Addendum to the Lease Agreement modified
5 NASI's rent obligation by guaranteeing NASI's payment of a monthly
6 check to victim-investors equal to a 20% annual rate of return on the
7 victim-investors' initial investment. NASI guaranteed this 20%
8 annual rate of return even if the number of transactions produced by
9 the victim-investor's ATM was insufficient to provide, at the \$.50
10 per transaction rate, a 20% annual rate of return. The Addendum also
11 modified the 10-year lease term provided for in the Lease Agreement
12 by granting the victim-investor the right, after only two years, to
13 sell their ATMs back to NASI at their original purchase price at any
14 time, thereby recovering their original investment in full.

15 e. In marketing NASI's ATM sale/leaseback program to
16 victim-investors, defendants GILLIS and WISHNER touted NASI's
17 purportedly lengthy track record of delivering profitable returns for
18 investors through their management, servicing, and collection of
19 transaction fees from tens of thousands of ATMs that NASI either
20 separately owned or had leased back from investors.

21 f. Each month, defendants GILLIS and WISHNER caused
22 monthly transaction reports to be sent to the victim-investors that
23 purportedly detailed the performance of the ATMs that the victim-
24 investors owned. The reported number of transactions of each of the
25 ATMs supposedly formed the financial basis for the monthly payments
26 that NASI sent to the victim-investors. In truth and in fact, as
27 defendants GILLIS and WISHNER then well knew, the purpose of these
28 reports was to falsely confirm to the victim-investors that the

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 5 of 8 Page ID #:13

1 payments they were receiving from NASI were being generated by the
2 high-yield transaction fees earned by their particular ATMs, and to
3 conceal that the payments were, in fact, Ponzi payments funded by
4 monies received from other victim-investors.

5 g. As defendants GILLIS and WISHNER then well knew, the
6 Purchase Agreement, Lease Agreement, and Addendum packages that NASI
7 entered into with its victim-investors were a sham, and NASI's
8 promises and representations to its victim-investors in connection
9 with its purported sale and leaseback of ATMs were materially false
10 and misleading. In truth and in fact, as defendants GILLIS and
11 WISHNER then well knew, NASI typically did not sell and lease back
12 the ATM machines it purported to sell to its victim-investors, and
13 the serial numbers and the installation locations of the ATMs that
14 were specified on the Exhibits A to the victim-investors' Purchase
15 Agreements were fabricated by defendant GILLIS and by NASI to create
16 the false impression that NASI was selling actual ATMs that were
17 installed in favorable locations throughout the United States. As
18 defendants GILLIS and WISHNER also then well knew, NASI did not own
19 or operate the tens of thousands of ATMs that it claimed to have sold
20 and leased back from its victim-investors, nor did it generate any
21 transaction fees or revenue from the ATMs it purportedly leased back
22 from investors and supposedly installed in favorable locations.

23 h. In truth and in fact, defendants GILLIS and WISHNER
24 operated NASI as a Ponzi scheme, in which the vast majority of its
25 incoming revenue was comprised of victim-investor funds, which
26 defendants GILLIS and WISHNER used to pay returns to prior victim-
27 investors, finance NASI's operations, and pay compensation to
28 themselves and to NASI's sales agents and employees. Not only were

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 6 of 8 Page ID #:14

1 the tens of thousands of ATMs that defendants GILLIS and WISHNER
2 purported to sell to, and lease back from, NASI victim-investors
3 never owned or operated by NASI, in the vast majority of cases these
4 ATMs never even actually existed, as defendants GILLIS and WISHNER
5 then well knew.

6 i. By means of the false and fraudulent pretenses,
7 misrepresentations, and promises identified above, and others,
8 defendants GILLIS and WISHNER caused victim-investors to send money
9 to NASI using the United States mails and commercial interstate
10 carriers and by means of interstate wirings, which money the victim-
11 investors believed was being used to purchase ATMs as part of NASI's
12 ATM sale/leaseback program.

13 j. In furtherance of their fraudulent investment scheme,
14 defendants GILLIS and WISHNER would cause co-conspirator NASI to send
15 to the victim-investors, using the United States mail, false monthly
16 transaction reports for the ATMs purportedly owned by the victim-
17 investors. These monthly transaction reports set out in detail the
18 fabricated ATM transaction fees supposedly generated by the non-
19 existent ATMs that NASI had purportedly sold to and leased back from
20 the victim-investors.

21 k. In and about August 2014, after checks that had been
22 sent by NASI as monthly returns to victim-investors bounced,
23 defendants GILLIS and WISHNER falsely sought to reassure the victim-
24 investors that NASI was only suffering from accounting problems and
25 technical delays relating to system upgrades, and that timely payment
26 of investor returns would likely resume by the beginning of October
27 2014. In truth and in fact, as defendants GILLIS and WISHNER then
28 well knew, their Ponzi scheme was collapsing owing to a shortfall in

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 7 of 8 Page ID #:15

1 new victim-investor funds. Nonetheless, between in and about the
2 last week in August and in and about the end of the first week of
3 September 2014, defendants GILLIS and WISHNER, acting in concert with
4 NASI sales agents and employees, continued raising nearly \$4 million
5 in additional new victim-investor money and making Ponzi payments to
6 lull existing victim-investors, who were owed returns under NASI's
7 Purchase and Lease Agreements.

8 4. In furtherance of the conspiracy and fraudulent scheme, on
9 or about the following dates, defendants GILLIS and WISHNER caused a
10 person working for defendant WISHNER to make the following deposits
11 into NASI's City National Bank account x4410 (the "NASI CN Bank
12 Account");

13 a. On January 13, 2010: seven checks received from seven
14 victim-investors for a total deposit of \$246,300;

15 b. On or about March 29, 2011: 28 checks received from 28
16 victim-investors for a total deposit of \$1,094,400.

17 c. On or about January 31, 2012: 27 checks received from
18 25 victim-investors for a total deposit of \$2,219,600.

19 d. On or about February 1, 2013: 41 checks received from
20 33 victim-investors for a total deposit of \$1,329,124.

21 e. On or about August 4, 2014: two checks received from
22 one victim-investor for a total deposit of \$936,000.

23 As a result of the false representations, pretenses and promises
24 and concealments of material facts described above as part of the
25 conspiracy and fraudulent scheme devised and executed by defendants
26 GILLIS and WISHNER, defendants GILLIS and WISHNER caused victim-
27 investor D.H. to mail a check for \$468,000 payable to NASI from Santa
28 Monica, California, to NASI in Calabasas, California, on or about

Case 2:15-cv-05747 Document 1-1 Filed 07/29/15 Page 8 of 8 Page ID #:16

1 October 24, 2013; caused victim-investor J.H. to mail a check for
2 \$120,000 payable to NASI from Hidden Hills, California, to NASI in
3 Calabasas, California, on August 26, 2014; and, caused \$1,000,000, to
4 be wired for the benefit of victim-investor A.K., from Citibank
5 account number x00089 in New York, New York, to the NASI CN Bank
6 Account in California, by means of wire and radio communication in
7 interstate and foreign commerce on or about July 30, 2013.

8
9 I have read this EXHIBIT A: STATEMENT OF FACTS IN SUPPORT OF
10 ENTRY OF GUILTY PLEAS in its entirety. I have had enough time to
11 review and consider this Statement of Facts, and I have carefully and
12 thoroughly discussed every part of it with my attorney. I represent
13 and admit that the facts set forth in this Statement of Facts are
14 true and I agree that this statement of facts is sufficient to
15 support pleas of guilty to the charges described in the information
16 filed in United States v. Joel Barry Gillis, CR 14-712-SJO.

17
18 Joel Gillis
19 JOEL BARRY GILLIS
20 Defendant
21
22
23
24
25
26
27
28

1-21-15
Date

Case 2:15-cv-05747 Document 1-2 Filed 07/29/15 Page 1 of 5 Page ID #:17

EXHIBIT B

Exhibit B
Page 16

Exhibit B
Page 30

Case 2:15-cv-05747 Document 1-2 Filed 07/29/15 Page 2 of 5 Page ID #:18

**Equity Receivership over Nationwide Automated Systems, Inc., et al.
Detailed Schedule of Payments and Deposits
Ehrens, Gerald & Wilma**

<u>Summary of Payments and Deposits:</u>		Deposits (Investment)	Payments Received	Balance
Investor:	Ehrens, Gerald (aka, Riviera Investments, LP)	\$ 792,000.00	\$ (734,616.50)	\$ 57,383.50
Commissions:	Ehrens, Gerald	\$ -	\$ (164,000.00)	\$ (164,000.00)
	Amgest, Ltd	\$ -	\$ (980,500.00)	\$ (980,500.00)
	First Abby Corp.	\$ -	\$ (893,500.00)	\$ (893,500.00)
	Total	\$ 792,000.00	\$ (2,772,616.50)	\$ (1,980,616.50)

Riviera Investments, LP - Deposits:

<u>Acct</u>	<u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
	CNB	22414410	01/22/08		Ehrens, Gerald & Wilma	(Riviera Investments LP)	10 ATM machines (Riviera Investments LP)	120,000.00
	CNB	22414410	07/25/08		Ehrens, Gerald & Wilma	(Riviera Investments LP)	10 ATM machines for Riviera Investments	120,000.00
	CNB	22414410	05/26/09		Ehrens, Gerald & Wilma		"4 - ATM Machines"	48,000.00
	CNB	22414410	07/12/12		Ehrens, Gerald & Wilma	(Riviera Investments LP)	7 ATMs (Riviera Investments LP)	84,000.00
	CNB	22414410	11/05/12		Ehrens, Gerald & Wilma	(Riviera Investments LP)	5 Machines (Riviera Investments LP)	60,000.00
	CNB	22414410	12/24/12		Ehrens, Gerald & Wilma	(Riviera Investments LP)	5 ATMs (Riviera Investments LP)	60,000.00
	CNB	22414410	04/05/13		Ehrens, Gerald & Wilma	(Riviera Investments LP)	5 ATM machines (from Riviera Investments LP)	60,000.00
	CNB	22414410	09/20/13		Ehrens, Gerald & Wilma	(Riviera Investments LP)	4 ATM machines (Riviera Investments LP)	48,000.00
	CNB	22414410	11/12/13		Ehrens, Gerald & Wilma	(Riviera Investments LP)	3 ATMs (Riviera Investments LP)	36,000.00
	CNB	22414410	08/02/13		Ehrens, Gerald & Wilma			84,000.00
	CNB	22414410	02/27/14		Ehrens, Gerald & Wilma	(Riviera Investments LP)	(Riviera Investments LP)	36,000.00
	CNB	22414410	03/31/14		Ehrens, Gerald & Wilma	(Riviera Investments LP)	(from Riviera Investments LP)	36,000.00
					Total			792,000.00

Riviera Investments, LP - Payments from NASL:

<u>Acct</u>	<u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
	CNB	22414399	09/05/07	35164	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,469.00)
	CNB	22414399	10/03/07	35765	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,392.00)
	CNB	22414399	11/05/07	36354	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,406.00)
	CNB	22414399	12/06/07	36934	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,422.00)
	CNB	22414399	01/03/08	37516	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,385.50)
	CNB	22414399	02/05/08	38115	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,328.50)
	CNB	22414399	03/04/08	38720	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,340.50)
	CNB	22414399	04/03/08	39380	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,468.00)
	CNB	22414399	05/05/08	40036	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,386.50)
	CNB	22414399	06/03/08	40695	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,377.00)
	CNB	22414399	06/04/08	40862	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (277.50)
	CNB	22414399	07/03/08	41339	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,372.50)
	CNB	22414399	08/05/08	41990	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,249.00)

Case 2:15-cv-05747 Document 1-2 Filed 07/29/15 Page 3 of 5 Page ID #:19

<u>Acct</u>	<u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB		22414399	08/21/08	42171	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% Adjustment (Riviera I	\$ (258.00)
CNB		22414399	09/03/08	42652	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,251.00)
CNB		22414399	09/10/08	42815	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (50.50)
CNB		22414399	10/06/08	43373	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,157.00)
CNB		22414399	11/05/08	44128	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,053.00)
CNB		22414399	12/04/08	44888	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,897.00)
CNB		22414399	01/05/09	45642	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,715.00)
CNB		22414399	02/03/09	46434	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,652.50)
CNB		22414399	02/11/09	46635	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (486.00)
CNB		22414399	03/04/09	47261	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,532.00)
CNB		22414399	03/17/09	47501	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% Adjustment (Riviera I	\$ (1,119.50)
CNB		22414399	04/03/09	48090	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,391.50)
CNB		22414399	05/04/09	48880	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,478.50)
CNB		22414399	06/02/09	49687	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,458.50)
CNB		22414399	07/06/09	50496	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,528.00)
CNB		22414399	08/05/09	51323	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,290.50)
CNB		22414399	08/10/09	51527	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% Adjustment (Riviera I	\$ (2,629.00)
CNB		22414399	09/03/09	52186	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,333.00)
CNB		22414399	09/10/09	52397	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% Adjustment (Riviera I	\$ (2,192.00)
CNB		22414399	10/05/09	53058	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,336.00)
CNB		22414410	10/19/09	8374	Ehrens, Gerald & Wilma	(Riviera Investments LP)	(Riviera Investments	\$ (144,000.00)
CNB		22414399	11/03/09	53966	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,382.00)
CNB		22414399	12/03/09	54849	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (6,409.00)
CNB		22414399	12/09/09	55081	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (2,033.00)
CNB		22414399	01/04/10	55772	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,350.00)
CNB		22414399	02/02/10	56694	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,410.50)
CNB		22414399	03/02/10	57662	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,398.00)
CNB		22414399	03/09/10	57942	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (1,653.50)
CNB		22414399	04/02/10	59711	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,513.00)
CNB		22414399	05/04/10	60680	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (4,640.00)
CNB		22414399	06/01/10	61675	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,598.00)
CNB		22414399	07/02/10	62674	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,606.50)
CNB		22414399	08/03/10	63703	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,666.50)
CNB		22414399	09/02/10	64740	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,686.50)
CNB		22414399	09/09/10	64992	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (949.50)
CNB		22414399	10/04/10	65796	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,721.50)
CNB		22414399	11/01/10	66882	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,673.00)
CNB		22414399	12/02/10	67944	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,775.00)
CNB		22414399	01/03/11	69021	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,824.50)
CNB		22414399	02/02/11	70129	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,879.50)
CNB		22414399	03/02/11	71295	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,861.00)
CNB		22414399	03/10/11	71580	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	20% adjustment (Riviera In	\$ (124.50)
CNB		22414399	04/04/11	72494	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,802.50)
CNB		22414399	05/02/11	73673	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,867.00)
CNB		22414399	06/02/11	74880	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,778.50)
CNB		22414399	07/05/11	76106	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,764.50)
CNB		22414399	08/03/11	77949	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,778.50)
CNB		22414399	09/02/11	79192	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (2,732.00)
CNB		22414399	10/04/11	80469	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (3,193.00)
CNB		22414399	11/02/11	81794	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,095.50)
CNB		22414399	12/02/11	83322	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,078.50)

Case 2:15-cv-05747 Document 1-2 Filed 07/29/15 Page 4 of 5 Page ID #:20

<u>Acct</u> <u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB	22414399	01/04/12	84682	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,124.50)
CNB	22414399	02/02/12	86033	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,111.50)
CNB	22414399	03/02/12	87420	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,106.50)
CNB	22414399	04/02/12	88861	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,009.00)
CNB	22414399	05/03/12	97709	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,215.50)
CNB	22414399	06/05/12	94636	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,142.00)
CNB	22414399	07/03/12	96112	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,259.00)
CNB	22414399	08/02/12	93123	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (5,162.00)
CNB	22414399	09/04/12	91611	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (7,649.50)
CNB	22414399	10/01/12	90240	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (7,727.00)
CNB	22414399	11/05/12	11248	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (7,617.50)
CNB	22414399	12/04/12	12886	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (7,523.00)
CNB	22414399	01/02/13	14558	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (9,454.00)
CNB	22414399	02/04/13	16270	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (9,379.00)
CNB	22414399	03/04/13	18008	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (11,193.00)
CNB	22414399	04/01/13	19791	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (11,204.00)
CNB	22414399	05/02/13	21616	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (11,102.50)
CNB	22414399	06/03/13	23962	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (12,706.00)
CNB	22414399	07/03/13	26065	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (12,967.50)
CNB	22414399	08/01/13	27828	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (12,962.50)
CNB	22414399	09/03/13	29723	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (12,896.00)
CNB	22414399	10/02/13	31958	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (15,419.50)
CNB	22414399	11/04/13	35194	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (15,485.50)
CNB	22414399	12/02/13	37135	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (16,748.00)
CNB	22414399	01/02/14	39895	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (17,590.50)
CNB	22414399	02/03/14	41915	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (17,647.00)
CNB	22414399	03/04/14	44070	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (16,754.50)
CNB	22414399	04/02/14	47295	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (16,469.00)
CNB	22414399	05/06/14	49633	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (17,757.50)
CNB	22414399	06/03/14	52009	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (18,874.50)
CNB	22414399	07/02/14	54424	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (18,825.50)
CNB	22414399	08/06/14	56896	Ehrens, Gerald & Wilma	(Riviera Investment, L.P)	(Riviera Investment, L.P)	\$ (18,604.00)
Total							\$ (734,616.50)

Ehrens, Gerald & Wilma - Commissions Paid by NASI:

<u>Acct</u> <u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB	22414410	10/19/09	8375	Ehrens, Gerald & Wilma		Commission	\$ (56,000.00)
CNB	22414410	07/06/10	9065	Ehrens, Gerald & Wilma		market commission	\$ (108,000.00)
Total							\$ (164,000.00)

Amgest, Ltd - Commissions Paid from NASI:

<u>Acct</u> <u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check #</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB	22414410	04/02/10	8840	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (29,500.00)
CNB	22414410	05/04/10	8907	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (7,500.00)
CNB	22414410	06/04/10	9017	Ehrens, Gerald & Wilma	(Amgest, Ltd)	May commission (Amgest, Ltd)	\$ (25,000.00)
CNB	22414410	11/01/10	9374	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (5,000.00)
CNB	22414410	12/06/10	9485	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (17,500.00)
CNB	22414410	01/06/11	9581	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (8,500.00)
CNB	22414410	02/03/11	9663	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (41,000.00)
CNB	22414410	03/04/11	9736	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (11,500.00)

Case 2:15-cv-05747 Document 1-2 Filed 07/29/15 Page 5 of 5 Page ID #:21

<u>Acct</u>							
<u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check#</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB	22414410	04/07/11	9823	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (23,000.00)
CNB	22414410	05/04/11	9886	Ehrens, Gerald & Wilma	(Amgest, Ltd)	commission (Amgest, Ltd)	\$ (18,500.00)
CNB	22414410	07/08/11	10025	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (26,500.00)
CNB	22414410	08/05/11	10113	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (35,500.00)
CNB	22414410	09/07/11	10188	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (31,500.00)
CNB	22414410	09/13/11	10199	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (5,500.00)
CNB	22414410	10/06/11	10253	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (16,500.00)
CNB	22414410	11/02/11	10323	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (2,500.00)
CNB	22414410	12/08/11	10407	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (38,500.00)
CNB	22414410	01/09/12	10502	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (100,500.00)
CNB	22414410	02/03/12	10552	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (10,000.00)
CNB	22414410	02/03/12	10553	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (4,500.00)
CNB	22414410	03/06/12	10647	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (34,000.00)
CNB	22414410	04/09/12	10754	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (6,500.00)
CNB	22414410	05/04/12	10826	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (6,500.00)
CNB	22414410	06/07/12	10915	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (7,000.00)
CNB	22414410	07/05/12	11005	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (42,500.00)
CNB	22414410	08/09/12	11123	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (17,000.00)
CNB	22414410	09/07/12	11193	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (36,500.00)
CNB	22414410	10/04/12	11272	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (45,000.00)
CNB	22414410	11/08/12	11376	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (15,500.00)
CNB	22414410	11/15/12	11383	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (19,000.00)
CNB	22414410	11/15/12	11386	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (10,500.00)
CNB	22414410	12/07/12	11455	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (32,500.00)
CNB	22414410	01/07/13	11554	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (100,000.00)
CNB	22414410	02/07/13	11641	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (19,500.00)
CNB	22414410	03/08/13	11738	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (38,000.00)
CNB	22414410	04/04/13	11820	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (17,500.00)
CNB	22414410	05/06/13	11915	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (46,000.00)
CNB	22414410	06/14/13	12044	Ehrens, Gerald & Wilma	(Amgest, Ltd)	(Amgest, Ltd)	\$ (28,500.00)
Total							\$ (980,500.00)

First Abby Corp. - Commissions Paid by NASL:

<u>Acct</u>							
<u>Name</u>	<u>Account#</u>	<u>Date</u>	<u>Check#</u>	<u>Payer/Payee</u>	<u>Company</u>	<u>Memo/Notes</u>	<u>Amount</u>
CNB	22414410	09/04/09	8254	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (30,000.00)
CNB	22414410	10/05/09	8335	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (13,500.00)
CNB	22414410	01/08/10	8567	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (26,500.00)
CNB	22414410	02/02/10	8657	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (83,500.00)
CNB	22414410	03/08/10	8760	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (85,500.00)
CNB	22414410	07/05/13	12104	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (90,000.00)
CNB	22414410	08/13/13	12208	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (30,000.00)
CNB	22414410	09/09/13	12301	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (19,000.00)
CNB	22414410	10/10/13	12392	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (152,000.00)
CNB	22414410	11/04/13	12481	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (16,000.00)
CNB	22414410	12/05/13	12578	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (9,000.00)
CNB	22414410	01/10/14	12676	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (19,500.00)
CNB	22414410	02/10/14	12776	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (6,000.00)
CNB	22414410	03/10/14	12872	Ehrens, Gerald & Wilma	(First Abby Corp.)	commission	\$ (90,000.00)
CNB	22414410	04/09/14	12984	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (52,500.00)
CNB	22414410	05/20/14	13115	Ehrens, Gerald & Wilma	(First Abby Corp.)		\$ (24,000.00)
CNB	22414410	06/05/14	13204	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (14,000.00)
CNB	22414410	07/07/14	13313	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (54,000.00)
CNB	22414410	08/11/14	13427	Ehrens, Gerald & Wilma	(First Abby Corp.)	(First Abby Corp.)	\$ (78,500.00)
Total							\$ (893,500.00)

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 1 of 3 Page ID #:88

DAVID R. ZARO SBN: 124334
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
615 S. FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90071
(213) 622-5555

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

WILLIAM J. HOFFMAN, ETC.

v.

GERALD EHRENS, ET AL.

CASE NUMBER:
2:15-CV-5747 AB (PLAx)

PROOF OF SERVICE
SUMMONS AND COMPLAINT
(Use separate proof of service for each person/party served)

1. At the time of service I was at least 18 years of age and not a party to this action and I served copies of the (specify documents):

- a. ☒ summons ☐ first amended complaint ☐ third party complaint
☒ complaint ☐ second amended complaint ☐ counter claim
☐ alias summons ☐ third amended complaint ☐ cross claim
☒ other SEE ATTACHED DOCUMENT LIST

2. Person served:

- a. ☒ Defendant (name): AMGEST LTD, A DELAWARE CORPORATION
b. ☒ Other (specify name and title or relationship to the party/business named):
BRUCE GARDINER - PRESIDENT
c. ☒ Address where the papers were served: 9005 WEST SAHARA AVENUE
LAS VEGAS, NV 89117

3. Manner of Service in compliance with (the appropriate box must be checked):

- a. ☒ Federal Rules of Civil Procedure
b. ☐ California Code of Civil Procedure

4. I served the person named in Item 2:

- a. ☒ By Personal Service. By personally delivering copies. If the person is a minor, by leaving copies with a parent, guardian, conservator or similar fiduciary and to the minor if at least twelve (12) years of age.
1. ☒ Papers were served on (date): 09/14/2015 at (time): 04:18 pm
b. ☐ By Substituted Service. By leaving copies:
1. ☐ (home) at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household, at least 18 years of age, who was informed of the general nature of the papers.
2. ☐ (business) or a person apparently in charge of the office, or place of business, at least 18 years of age, who was informed of the general nature of the papers.
3. ☐ Papers were served on (date): at (time):
4. ☐ by mailing (by first-class mail, postage prepaid) copies to the person served in Item 2(b) at the place where the copies were left in Item 2(c).
5. ☐ papers were mailed on
6. ☐ due diligence. I made at least three (3) attempts to personally serve the defendant.
c. ☐ Mail and acknowledgment of service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, with two (2) copies of the form of Waiver of Service of Summons and Complaint and a return envelope, postage prepaid addressed to the sender. (Attach completed Waiver of Service of summons and Complaint).

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 2 of 3 Page ID #:89

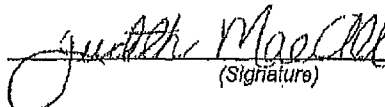
- d. ☐ **Service on domestic corporation, unincorporated association (including partnership), or public entity.** (F.R.Civ.P. 4(h)) (C.C.P. 415.10) By delivering, during usual business hours, a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute and the statute so requires, by also mailing, by first-class mail, postage prepaid, a copy to the defendant.
- e. ☐ **Substituted service on domestic corporation, unincorporated association (including partnership), or public entity.** (C.C.P. 415.20 only) By leaving during usual business hours, a copy of the summons and complaint in the office of the person served with the person who apparently was in charge and thereafter by mailing (by first-class mail, postage prepaid) copies of the persons at the place where the copies were left in full compliance with C.C.P. 415.20. Substitute service upon the California Secretary of State requires a court order. (Attach a copy of the order to this Proof of Service.)
- f. ☐ **Service on a foreign corporation.** In any manner prescribed for individuals by FRCP 4(f)
- g. ☐ **Certified or registered mail service.** By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or other evidence of actual receipt by the person served).
- h. ☐ **Other** (specify code section and type of service):
5. Service upon the United States, and its Agencies, Corporations or Officers.
- a. ☐ by delivering a copy of the summons and complaint to the clerical employee designated by the U.S. Attorney authorized to accept service, pursuant to the procedures for the Office of the U.S. Attorney for acceptance of service, or by sending a copy of the summons and complaint by registered or certified mail addressed to the civil process clerk at the U.S. Attorney's Office.
- Name of person served:
- Title of person served:
- Date and time of service: (date): at (time):
- b. ☐ By sending a copy of the summons and complaint by registered or certified mail to the Attorney General of the United States at Washington, D.C. (Attach signed return receipt or other evidence of actual receipt by the person served).
- c. ☐ By sending a copy of the summons and complaint by registered or certified mail to the officer, agency or corporation (Attach signed return receipt or other evidence of actual receipt by the person served).
6. At the time of service I was at least 18 years of age and not a party to this action.
7. Person serving (name, address and telephone number):
- JUDITH MAE ALL**
Nationwide Legal, LLC (12-234648)
1609 James M. Wood Blvd., 2nd Fl
Los Angeles, CA 90015
(213) 249-9999
- a. Fee for service: \$.00
- b. ☒ Not a registered California process server
- c. ☐ Exempt from registration under B&P 22360(b)
- d. ☐ Registered California process server
Registration #: NEVADA
County: NEVADA

8. ☐ I am a California sheriff, marshal, or constable and I certify that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Date: September 16, 2015

JUDITH MAE ALL
Type or Print Server's Name


(Signature)

PROOF OF SERVICE - SUMMONS AND COMPLAINT

Case 2:15-cv-05747-SJO-FFM Document 21 Filed 09/24/15 Page 3 of 3 Page ID #:90
Nationwide Legal, LLC (12-234648)

1609 James M. Wood Blvd., 2nd Fl

Los Angeles, CA 90015

Phone: (213) 249-9999 Fax: (213) 249-9990

Continued from Proof of Service

CASE #: 2:15-CV-5747 AB (PLAx)

DATE: September 16, 2015

CASE NAME: WILLIAM J. HOFFMAN, ETC. VS. GERALD EHRENS, ET AL.

summons; complaint; CIVIL COVER SHEET; NOTICE OF RELATED CASE UNDER LOCAL RULE
83-1.3.1; CERTIFICATION AND NOTICE OF INTERESTED PARTIES (LOCAL RULE 7.1-1); NOTICE OF
ASSIGNMENT TO UNITED STATES JUDGES; NOTICE TO PARTIES OF COURT-DIRECTED ADR
PROGRAM; ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 14-03 (RELATED CASES)

Lyons, Marcella

From: trackingupdates@fedex.com
Sent: Monday, October 12, 2015 10:25 AM
To: Lyons, Marcella
Subject: FedEx Shipment 781485549946 Delivered

This tracking update has been requested by:

Company Name: Allen Matkins
Name: Tim Hsu
E-mail: thsu@allenmatkins.com

Message: PSShip eMail Notification

Our records indicate that the following shipment has been delivered:

Reference: 375323.00004-002055
Ship (P/U) date: Oct 9, 2015
Delivery date: Oct 12, 2015 10:21 am
Sign for by: Signature not required
Delivery location: LAS VEGAS, NV
Delivered to: Residence
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: No Signature Required
Deliver Weekday
Residential Delivery

Tracking number: 781485549946

Shipper Information	Recipient Information
Tim Hsu	Gerald and Wilma Ehrens
Allen Matkins	10924 PINE MEADOWS CT
515 S Figueroa St FL 7	LAS VEGAS
Los Angeles	NV
CA	US
US	89134
90071	

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:25 PM CDT on 10/12/2015.

To learn more about FedEx Express, please visit our website at fedex.com.

All weights are estimated.

To track the status of this shipment online, please use the following:

<https://www.fedex.com/insight/findit/nrp.jsp?tracknumbers=781485549946&language=en&opco=FX&clienttype=ivpoda>
lrt

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

Thank you for your business.